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cause of a notary's interest.<sup>8</sup> The cases disqualifying the stockholder seem to represent a far more logical principle.<sup>9</sup>

L. L. J.

**SURETYSHIP: LIABILITY OF SURETY ON MINOR'S DISAFFIRMANCE.**—Ordinarily whatever discharges the principal debtor will discharge the surety, but this rule does not apply where the discharge is by operation of law as by bankruptcy or where the defenses are personal, as in the case of coverture or infancy,<sup>1</sup> for the possibility of these defenses may be the very reason why the creditor demanded a surety.<sup>2</sup>

The defendant in the case of *Evants v. Taylor*<sup>3</sup> was surety upon a minor's note given in consideration of the purchase of land owned by plaintiff. On arriving at majority the minor disaffirmed and tendered a reconveyance at the time of trial. The court held that the surety was discharged upon the ground that his obligation could not be extended beyond the note and that he did not guarantee both the note and the consideration for the note. The case follows the lead taken by the Missouri and Iowa courts<sup>4</sup> which proceed upon the theory that "it would be a strange doctrine that would give the creditor back his land, and permit recovery for purchase money also."<sup>5</sup>

It is difficult to see why the courts should engraft an exception upon an exception, a result which entirely overlooks the equitable doctrine of subrogation,<sup>6</sup> which arises in every case where one

<sup>8</sup> *Read v. Toledo Loan Co.*, (1903) 68 Ohio St. 280, 67 N. E. 729; *Kennedy v. Loan Assoc.*, (1900) 57 S. W. 388; *Morrow v. Cole*, (1899) 58 N. J. Eq. 203, 42 Atl. 673; *Bank v. Conway*, (1876) 17 Fed. Cases 1202; *Cooper v. Assoc.*, (1896) 37 S. W. 12.

<sup>9</sup> *Hayes v. Southern Bldg. etc. Assoc.*, (1899) 124 Ala. 663, 26 So. 527; *Smith v. Clark*, (1897) 100 Iowa 605, 69 N. W. 1011, *Workman's etc. Assoc. v. Monroe*, (1899) 53 S. W. 1029; *Bexar Bldg. Assoc. v. Heady*, (1899) 50 S. W. 1079, 57 S. W. 583; *Farmer's etc. Co. v. Syndicate Ins. Co.*, (1899) 40 Minn. 152, 41 N. W. 547; *Bowden v. Parrish*, (1889), 86 Va. 67, 19 Am. St. Rep. 873; *Davis v. Beazley*, (1881) 75 Va. 491; *Seaman v. Ins. Co.*, (1883) 18 Fed. 250; *Kothe v. Krag-Reynolds Co.*, (1898) 20 Ind. App. 293, 50 N. E. 594; *Miles v. Kelly*, (1897) 40 S. W. 599; *Bank v. Rivers*, (1896) 36 Fla. 575, 18 So. 850—disqualifying a stockholder without reference to the character of his act in taking an acknowledgment.)

<sup>1</sup> *St. Albans Bank v. Dillon*, (1857) 30 Vt. 122, 73 Am. Dec. 295 and note; *Jones v. Crossthwaite*, (1864) 17 Ia. 393.

<sup>2</sup> *Kimball v. Newell*, (1845) 7 Hill (N. Y.) 116; *Hicks v. Randolph*, (1874) 3 Baxt. (Tenn.) 352; *Kyger v. Sipe et al.* (1892) 89 Va. 507, 16 S. E. 627.

<sup>3</sup> (Dec. 5, 1913) 137 Pac. (N. M.) 583.

<sup>4</sup> *Baker v. Kennett*, (1873) 54 Mo. 82; *Patterson v. Cave*, (1875) 61 Mo. 439; *Keokuk County Bank v. Hall*, (1898) 106 Ia. 540, 76 N. W. 832.

<sup>5</sup> *Baker v. Kennett*, supra.

<sup>6</sup> *Nelson v. Webster*, (1904) 72 Neb. 332, 68 L. R. A. 513; *Brandt, Suretyship & Guaranty*, p. 351.

party pays a debt for which another is primarily answerable, and which that other ought, in equity and good conscience, to have discharged.<sup>7</sup> Upon payment of the debt the surety becomes subrogated to the right of the creditor, and, in the principal case, would be entitled to a conveyance of the land. Under the doctrine of the principal case the creditor loses the benefit of his contract, and, furthermore, it does not follow that he is placed *in statu quo* upon receiving a return of the consideration; especially is this so in the case of land which may have deteriorated in value, and it is submitted that the loss should fall upon him who undertook to insure the debt.

D. A. M.

TORTS: INTERFERENCE WITH CONTRACTUAL RELATIONS.—The plaintiff, a broker employed to sell vineyards, found a party ready, willing and able to buy, and was about to conclude negotiations for the sale by an agreement of purchase, when the defendants, combined together for the purpose of injuring the plaintiff and destroying his business, intimidated and coerced his employer to sell directly to the prospective purchaser without the agency of the plaintiff and to his actual damage. Had it not been for the defendants' interference, the plaintiff would have consummated the sale. The District Court of Appeal for the Third Appellate District in the case of *Krigbaum v. Sbarbaro*<sup>1</sup> held that these facts constituted a cause of action.

Though not a single case is cited in the opinion, it is difficult to see how the court could have decided otherwise than it did, for the propositions laid down are so fully supported by sound principle and authority as to be almost elementary. Whether viewed as an interference with business and the right of making contracts, or as the inducing of breach of contractual relations, the defendants' acts were unlawful and actionable. The decision however, resting as it does on the theory of tort arising from procuring breach of contract, suggests some pertinent queries concerning the California doctrine on the subject. It does not appear from the report whether the court's attention was drawn to the case of *Boyson v. Thorn*,<sup>2</sup> where it was held by the Supreme Court that no action lay against one who, from malicious motives, but without threats, violence, fraud, falsehood, deception, or benefit to himself, induced another to violate his contract with the plaintiff, no personal relation being involved. While it is to be observed that the holding in the principal case, where the court saw threats, intimidation and coercion, nowise conflicts with that in the earlier, which expressly excepts such unlawful means from the scope of

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<sup>7</sup> *Harper v. McVeigh*, (1887) 82 Va. 751, 1 S. E. 193.

<sup>1</sup> (Dec. 4, 1913) 17 Cal. App. Dec. 714, 138 Pac. 364.

<sup>2</sup> (1893) 98 Cal. 578, 33 Pac. 492, 21 L. R. A. 233.